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for all decorative purposes.

## Sole Agent in Hawaii for KEE LOX CARBON PAPER

### FREAR EXPLAINS

(Continued from page nine.)

fourteen comprised in the Osorio Settlement Association at Kaiwili III, on the Kakalau plantation in North Hilo, all under right of purchase leases; thirteen homesteads on the Opea-Peleau land on the same plantation, all under right of purchase leases, and nineteen homesteads on said land at Kaiwili III, all under cash freehold agreements.

The governor presents in considerable detail the manner in which the "homesteaders" in a number of instances combined with plantation interests to thwart the government. While charges of fraud have been often made, this is probably the first time that just how it was accomplished has been brought out.

On the Kau side the twelve lots average 48.64 acres and aggregate 583.7 acres in area.

#### Violate the Law.

"Soon after they obtained the lots they submitted, through their attorney, to the land commissioner for approval, an agreement with the plantation under the guise of a planting contract for three calendar years, or practically the period required in order to get a patent.

"Under this agreement the plantation was to erect a house for the homesteader, to cost not more than \$300, upon a portion of the lot not to exceed an acre, the homesteader to give a mortgage to the plantation for the cost, but the plantation to take over the house for the amount of the mortgage at the end of the three years if the homesteader did not desire to remain longer on the lot.

"The plantation was to cultivate and harvest in cane all the rest of the land and divide equally with the homesteader, who was not obliged to do anything, but with a proviso that the homesteader's share should be, not more than at the rate of \$8 per acre per annum, and also that it should be not less than that amount; in other words, the agreement was in effect a straight lease to the plantation at \$8 per annum per acre for all the land except the acre upon which the homesteader was to live during the period of prove-up.

"The law forbade the assignment by a homesteader of his interest or any part thereof under a right of purchase lease without the consent of the commissioner, and his consent to this agreement was sought presumably on the view that the agreement might be construed as such an assignment, though under the guise of a planting contract. The commissioner, of course, refused to approve a proposition so bold and so obviously violative of the spirit of the homestead laws."

"The purchase price of these lots was \$8245 in the aggregate, the first-class cane land having been obtained at the rate of \$15 per acre and less valuable land at correspondingly lower prices, the land being worth probably at least four times that price. The amounts, practically rent, received during the three years by the homesteaders from the plantation under the agreement referred to, amounted to \$12,932.60, that is, to \$4,687.08, or 58 per cent, more than the total cost of the land, or a profit of \$390.63 on the average for each lot—probably enough in most cases to cover or more than cover the cost of the house.

"On the Hilo side the three groups of homesteads present a somewhat different situation. . . .

"In general, the lots were smaller than on the Kau side, ranging from an average of 27.99 acres in one group to an average of 33.21 in another group, as compared with an average of 48.64 on the Kau side. The homesteaders were mostly Portuguese and Hawaiians, while on the Kau side they were mostly Anglo-Saxon. . . .

"There exists a widespread sentiment, encouraged largely by methods pursued in the past, that it is perfectly justifiable to obtain public land through forms of homesteading, however much the spirit of the homestead laws may be evaded, provided there is a technical compliance. . . .

"Homestead conditions must be made such, as far as practicable, as will themselves discriminate automatically between mere speculators and those who really desire to carry out the spirit of the homestead laws. The general aim should be to prescribe such conditions as will not work hardships on those who act in good faith, but which such persons will, from the very nature of the case, desire to perform anyway, but which will remove the inducements from those who desire homestead lots for purposes merely of investment or speculation. . . .

"If the practice which has prevailed and been claimed to be within the law, as to homesteads issued before those amendments were enacted, is really within the law, a homesteader, under a right of purchase lease theretofore issued, for instance, may lease outright, or, if not outright, indirectly, practically all of the homestead to a corporation or an alien at a good rental for twenty-one years, meanwhile paying a fraction of that amount to the government, and then at his option obtain a patent or abandon the land without ever having turned a square foot of sod upon it by way of cultivation by or under himself. Improved or developed lands should, as a rule, be homesteaded only by the special homestead agreement method.

"There is very little cane land and, indeed, all too little of any good agricultural land available for homesteading in this Territory. The importance to the permanent welfare of the Territory politically, socially, industrially and financially is too great to allow it to be wasted. The subject of homesteading must be treated in a sane and scientific manner; it cannot be treated sentimentally or as a matter of politics, although when it comes to politics, honesty is, as in other matters, very apt to be the best policy."

### ARMY AND NAVY

(Continued from page nine.)

eral inspection of troops at an army post one of the prettiest maneuvers to be seen on the parade ground of a service post.

#### End Target Practice.

With the ending of this month, practically yesterday, the first battalion of the Second Infantry stationed at the Lihuehwa reservation, have completed their season of target practice. This battalion is composed of companies A, B, C and D of the regiment, Captain Peter E. Marquart, Second Infantry, has been in command of this battalion during the firing practice.

August the first, the second battalion of the Second Infantry will take the place of the first battalion on the firing line for practice shooting at targets.

Sachs' great clearance sale begins Tuesday morning.

### KULA PIPE LINE IS A SUCCESS

That the new Kula Pipe line in Maui is now delivering water to nearly its full capacity for its entire length, of upwards of thirty miles. The first half of the first four miles of the wooden stave pipe, which leaked to a great extent all along its length, and has been repaired and is now holding the full head of water with any leaks, and drawing a regular supply of water from the line.

Up to the present time none of the Kula homesteaders have taken advantage of the new source of water, notwithstanding that it was provided the Public Works Department on Saturday in a report from Engineer Harney, who has had charge of this large project for the Territory.

Mr. Harvey also reported that the Raymond ranches are now connected with a regular supply of water from the line.

very largely for their benefit. It is presumed that they will be asking for connections if the weather continues dry for very much longer, as it is understood there has been little rain in Kula for the past five or six weeks.

#### MARRIED.

GODFREY-GILL — In Minneapolis, Minn., July 5, 1911, Ruth Elizabeth, daughter of C. E. and the late William B. Godfrey, to Dr. Warren Gill of Kansas City, Mo. Rev. Stanley Kilbourne of Holy Trinity Episcopal Church, officiating.

Sachs' great clearance sale begins Tuesday morning.



HIS FAVORITE TIMBER CLAIM.

Bryan has announced a list of men whom he favors for Presidential nomination. Harmon's name is not included.—News Item.